



STATE OF IOWA
MASTER AGREEMENT
Contract Declaration and Execution

MA# 005 CT1165PAINT

EFFECTIVE BEGIN DATE: 07-01-2007
EXPIRATION DATE: 06-30-2008
PAGE: 1 of 12

VENDOR:

Sherwin Williams
515 16th St

Des Moines, IA 50309
USA

VENDOR CONTACT:

Terry Sleep
PHONE: 515-202-6000 **EXT:**
EMAIL: terry.a.sleep@sherwin.com

ISSUER:

DAVID KAILI
PHONE: 515-281-4774
EMAIL: Dave.Kaili@iowa.gov

FOB FOB Dest, Freight Prepaid

Contract For: PAINT AND PAINT PRODUCTS

CONTRACT TO PROVIDE PAINT AND PAINT PRODUCTS PURSUANT TO THE SPECIFICATIONS, TERMS AND CONDITIONS OF SEALED BID #04053105DK DATED JUNE 17TH, 2005 ON FILE WITH THE DEPARTMENT OF ADMINISTRATIVE SERVICES, GENERAL SERVICES ENTERPRISE/PURCHASING, HOOVER BUILDING, LEVEL A, DES MOINES, IOWA 50319-0105

STATE OF IOWA PROCUREMENT CARD USAGE IS MANDATORY FOR STATE AGENCIES AND FACILITIES TO PURCHASE ON THIS CONTRACT.

A 5% REBATE WILL BE ISSUED AGAINST EACH COMMODITY LINE TO ALL STATE AGENCIES AND FACILITIES AT TIME OF PURCHASE.
A 3% REBATE WILL BE ISSUED TO ALL POLITICAL SUB-DIVISIONS AGAINST EACH COMMODITY LINE AT TIME OF PURCHASE.

This contract is available for personal purchases by State Employees. These purchases are intended for the employees personal residence only. This contract is not to be used for outside business owned or managed by an employee. Purchases must be paid for in cash or personal credit cards. A sincere Thank You to Sherwin Williams for making this contract available to the State Employee.

RENEWAL OPTIONS

FROM 07-01-2006 **TO** 06-30-2007
FROM 07-01-2007 **TO** 06-30-2008
FROM 07-01-2008 **TO** 06-30-2009

AUTHORIZED DEPARTMENT

ALL
SUB Political Sub-divisions

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.		AGENCY NAME	
BY (Authorized Signature)	Date Signed	BY (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing		Printed Name and Title of Person Signing	
Address		Address	



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	63003		\$0.000000
				\$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung	
			MPI# 46	
			B49W2 PrepRite Wall and Wood Oil Primer	
			5 GALLON \$66.95	
			1 GALLON \$13.59	
2	0.00000	63003		\$0.000000
				\$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung	
			MPI# 50	
			B28W400 PrepRite 400 Latex Primer	
			5 GALLON \$40.95	
			1 GALLON \$8.59	
3	0.00000	63003		\$0.000000
				\$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung	
			MPI# 50	
			B28W400 PrepRite 400 Latex Primer	
			5 GALLON \$40.95	
			1 GALLON \$8.59	
4	0.00000	63003		\$0.000000
				\$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung	
			MPI# 45,46,69	
			B49W2 PrepRite Wall and Wood Oil Primer	
			1 QUART \$3.59	
			1 GALLON \$13.59	
5	0.00000	63003		\$0.000000
				\$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung	
			MPI# 50	
			B11W900 Harmony Primer	
			5 GALLON \$40.95	
			1 GALLON \$8.59	
6	0.00000	6305615		\$0.000000
				\$0.000000
			PAINT, ACRYLIC INTERIOR, FLAT, CONTRACTOR GRADE, LOW ODOR, V	
			MPI# 49	
			B32W251 Promar 200 Interior Alkyd Flat	
			5 GALLON \$73.45	
			1 GALLON \$14.49	
7	0.00000	6305615		\$0.000000
				\$0.000000
			PAINT, ACRYLIC INTERIOR, FLAT, CONTRACTOR GRADE, LOW ODOR, V	
			MPI# 53	
			B30WQ8151 Quali-Kote Flat Latex Wall Paint	
			5 GALLON \$45.95	
			1 GALLON \$9.49	



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8	0.00000		6305615	\$0.000000
				\$0.000000
			PAINT, ACRYLIC INTERIOR, FLAT, CONTRACTOR GRADE, LOW ODOR, V	
			MPI# 53	
			B30WQ8151 Quali-Kote Flat Latex Wall Paint	
			5 GALLON \$45.95	
			1 GALLON \$9.49	
9	0.00000		6305615	\$0.000000
				\$0.000000
			PAINT, ACRYLIC INTERIOR, FLAT, CONTRACTOR GRADE, LOW ODOR, V	
			MPI# 55	
			B48W60 Super Save-Lite Alkyd Dry Fall	
			5 GALLON: \$42.95	
10	0.00000		6305626	\$0.000000
				\$0.000000
			PAINT, ALKYD BASE ENAMEL, SEMI-GLOSS	
			MPI #47	
			B34W200 Promar 200 Interior Alkyd Semi-Gloss	
			5 GALLON \$76.95	
			1 GALLON \$15.69	
11	0.00000		6305618	\$0.000000
				\$0.000000
			PAINT, LATEX, INTERIOR, GLOSS, CONTRACTOR GRADE, LOW ODOR, W	
			MPI #54	
			B21W400 Promar 400 Interior Latex Gloss	
			5 GALLON \$50.95	
			1 GALLON \$10.39	
12	0.00000		6305618	\$0.000000
				\$0.000000
			PAINT, LATEX, INTERIOR, GLOSS, CONTRACTOR GRADE, LOW ODOR, W	
			MPI #54	
			B21W400 Interior Latex Gloss	
			5 GALLON \$50.95	
			1 GALLON \$10.39	
13	0.00000		6305619	\$0.000000
				\$0.000000
			PAINT, LATEX, INTERIOR, FLAT, PREMIUM GRADE, LOW ODOR, WASHA	
			MPI #118, 133	
			B75WB1 Architectural Latex Dryfall	
			5 GALLON \$34.45	
14	0.00000		6305624	\$0.000000
				\$0.000000
			PAINT, LATEX, INTERIOR, EGGSHELL, CONTRACTOR GRADE, LOW ODOR	
			MPI #145	
			B9W951 Harmony Interior Latex Eggshell 5 GALLON \$62.95	
			1 GALLON \$13.49	
15	0.00000		6305618	\$0.000000
				\$0.000000
			PAINT, LATEX, INTERIOR, GLOSS, CONTRACTOR GRADE, LOW ODOR, W	
			MPI #147	
			B10W951 Harmony Interior Latex SemiGloss	



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			5 GALLON \$67.95	
			1 GALLON \$13.99	
16	0.00000		6305624	\$0.000000
				\$0.000000
			PAINT, LATEX, INTERIOR, EGGSHELL, CONTRACTOR GRADE, LOW ODOR	
			MPI #44	
			B20W4400 Promar 400 Interior Latex Eg-Shel	
			5 GALLON \$46.95	
			1 GALLON \$9.69	
17	0.00000		6308456	\$0.000000
				\$0.000000
			STAINS AND FINISHES, POLYURETHANE	
			MPI #90	
			A49V200 Interior Wood Classics Oil Stain	
			1 GALLON \$13.19	
			1700-XXXX INTERIOR WOOD STAIN PRE MIXED COLORS	
			1 GALLON \$14.89	
18	0.00000		6308456	\$0.000000
				\$0.000000
			STAINS AND FINISHES, POLYURETHANE	
			MPI #102	
			B26V43 Wood Classics Oil Sanding Sealer	
			5 GALLON \$53.95	
			1 GALLON \$11.09	
19	0.00000		6308456	\$0.000000
				\$0.000000
			STAINS AND FINISHES, POLYURETHANE	
			MPI #56	
			A67V1 Wood Classics Gloss Polyurethane Varnish	
			1 QUART \$5.79	
			1 GALLON \$16.09	
20	0.00000		6308456	\$0.000000
				\$0.000000
			STAINS AND FINISHES, POLYURETHANE	
			MPI #57	
			A67F1 Wood Classics Satin Polyurethane	
			1 QUART \$5.79	
			1 GALLON \$16.09	
21	0.00000		63079	\$0.000000
				\$0.000000
			Recycled Paints, Lacquers, Shellacs, Varnish, Primers, Coati	
			Primer Oil Exterior	
			MPI #5	
			Y24W538 Weather Perfect Exterior Wood Undercoater	
			5 GALLON \$62.95	
			1 GALLON \$12.79	



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22	0.00000		6308272	\$0.000000
				\$0.000000
			PRIMER, LATEX, EXTERIOR	
			MPI #6	
			B42W41 A-100 Exterior Latex Primer	
			5 GALLON \$70.95	
			1 GALLON \$14.49	
23	0.00000		6305639	\$0.000000
				\$0.000000
			PAINT, EXTERIOR, LATEX, WATER BASE, FLAT	
			Weathercryn	
			MPI #10	
			A-100 Flat Latex	
			A^ Series Ext. Flat Latex	
			5 GALLON \$54.95	
			1 GALLON \$11.39	
24	0.00000		6305639	\$0.000000
				\$0.000000
			PAINT, EXTERIOR, LATEX, WATER BASE, FLAT	
			Weathercryn	
			MPI #10	
			A-100 Flat Latex	
			A6 Series Ext. Flat Latex	
			5 GALLON \$54.95	
			1 GALLON \$11.39	
25	0.00000		63056	\$0.000000
				\$0.000000
			Paint, House and Trim	
			MPI #15	
			A82W51 A-100 Exterior Latex Satin	
			5 GALLON \$64.45	
			1 GALLON \$13.19	
26	0.00000		63056	\$0.000000
				\$0.000000
			Paint, House and Trim	
			MPI #11	
			A8W51 A-100 Exterior Latex Gloss	
			5 GALLON \$67.45	
			1 GALLON \$13.89	
27	0.00000		63084	\$0.000000
				\$0.000000
			Stains and Varnishes	
			MPI #14	
			A14 Exterior Solid Color Oil Stain	
			5 GALLON \$54.95	
			1 GALLON \$10.69	
28	0.00000		63084	\$0.000000
				\$0.000000
			Stains and Varnishes	
			MPI #13	



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			A14T5 Exterior Alkyd Semi Transparent Stain 5 GALLON \$62.95 1 GALLON \$12.79	
29	0.00000	63084		\$0.000000 \$0.000000
			Stains and Varnishes MPI #16 A16W251 proMar Exterior Latex Solid Color Stain 5 GALLON \$54.95 1 GALLON \$10.69	
30	0.00000	63084		\$0.000000 \$0.000000
			Stains and Varnishes MPI #33 A18C50602 DeckScapes Semi Transparent Exterior Oil Stain 5 GALLON \$56.45 1 GALLON \$12.49	
31	0.00000	63003		\$0.000000 \$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung MPI #135 B50WZ30 Galvite HS Primer 1 GALLON \$19.79	
32	0.00000	63003		\$0.000000 \$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung MPI #48 B35W200 Promar 200 Interior Alkyd Gloss 1 GALLON \$15.69	
33	0.00000	63003		\$0.000000 \$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung MPI #23, 69, 76, 79, 135 B50WZ1 kem Kromik Universal Metal Primer 5 GALLON \$76.45 1 GALLON \$15.79	
34	0.00000	63003		\$0.000000 \$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung MPI #48 B54W101 Industrial Enamel Interior/Exterior Alkyd Gloss 5 GALLON \$63.45 1 GALLON \$12.89 4308-XXXX ALKYD INDUSTRIAL ENAMEL OSHA COLORS 1 GALLON \$17.19	
35	0.00000	63003		\$0.000000 \$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung MPI #153 B66W300 SherCryl HPA	



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			B66W211 DTM Latex Semi Gloss same price. 5 GALLON \$96.95 1 GALLON \$19.69 4216-XXXX Sherwin Williams ACRYLIC INTERIOR/EXTERIOR OSHA COLORS 1 GALLON \$28.59	
36	0.00000	63003		\$0.000000 \$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung MPI #107, 134 B66W1 DTM Primer Finish 5 GALLON \$85.45 1 GALLON \$17.39	
37	0.00000	63003		\$0.000000 \$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung MPI #4 B25W25 PrepRite Block Filler 5 GALLON \$30.45	
38	0.00000	63066		\$0.000000 \$0.000000
			Paints, Traffic MPI #1 B59S11 Silver-Brite Aluminum Paint 1 GALLON \$13.99	
39	0.00000	63066		\$0.000000 \$0.000000
			Paints, Traffic MPI #32 A303 Yellow Alkyd Traffic Pt 8000-03006 5 GALLON \$56.45 1 GALLON \$11.59	
40	0.00000	63066		\$0.000000 \$0.000000
			Paints, Traffic MPI #32 A300 White Alkyd Traffic Pt 8000-02172 5 GALLON \$54.95 1 GALLON \$11.29	
41	0.00000	63066		\$0.000000 \$0.000000
			Paints, Traffic MPI #97 TM227 Yellow Latex Traffic Pt 8000-52904 5 GALLON \$52.45 1 GALLON \$10.79	
42	0.00000	63066		\$0.000000 \$0.000000
			Paints, Traffic MPI #97	



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			TM 226 White Latex Traffic Pt 8000-01786 5 GALLON \$49.45 1 GALLON \$10.59	
43	0.00000	63003		\$0.000000 \$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung MPI # N/A Controls Rust All Surface Aerosol \$2.49 1110-1300 ProBlock Preprite Problock Alkyd \$1.99	
44	0.00000	63003		\$0.000000 \$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung MPI # N/A R1K4 Paint Thinner 5 GALLON \$28.80 1 GALLON \$5.49	
45	0.00000	63003		\$0.000000 \$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung MPI # N/A K120 Lacquer Thinner 5 GALLON \$27.45 1 GALLON \$5.88	
46	0.00000	63003		\$0.000000 \$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung MPI # N/A Liquid Deglosser 1 QUART \$3.29 1 GALLON \$8.78	
47	0.00000	63003		\$0.000000 \$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung MPI # N/A BOILED LINSEED OIL 5 GALLON \$76.85 1 GALLON \$14.82	
48	0.00000	63003		\$0.000000 \$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung MPI # N/A Shrink-Free Spackle 1 QUART \$3.29 1 GALLON \$9.88_	



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49	0.00000	63003		\$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung	\$0.000000
			MPI # N/A	
			Synchloid Spackle	
			1 QUART \$4.39	
			1 GALLON \$13.17	
50	0.00000	63003		\$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung	\$0.000000
			MPI # N/A	
			C-66 Glazing Compound	
			1 GALLON \$9.88	
51	0.00000	63003		\$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung	\$0.000000
			950A Pro Select Series Siliconized Acrylic Latex Caulk	
			EACH \$1.21	
52	0.00000	63003		\$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung	\$0.000000
			MPI # N/A	
			COLORANTS	
			1790 YELLOW OXIDE (YOX)	
			1791 LEMON YELLOW (LFY)	
			1792 THALO GREEN (GRN)	
			1793 THALO BLUE (TBL)	
			1794 WHITE (WHT)	
			1795 MAGENTA (MAG)	
			1796 FAST RED (FFR)	
			1797 BLACK (BLK)	
			1798 OXIDE RED (OXR)	
			NO CHARGE FOR TINTING	
53	0.00000	63003		\$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung	\$0.000000
			MPI # N/A	
			TINT CHARGE OTHER THAN PRE MIXED COLORS PER GALLON	
			1 GALLON \$ NO CHARGE	
54	0.00000	630		\$0.000000
			PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED	\$0.000000
			40% off of items not listed on the contract	
55	0.00000	630		\$0.000000
			PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED	\$0.000000
			25% off Sundry Items	
56	0.00000	63003		\$0.000000
			Additives and Miscellaneous Paint Ingredients: Driers, Fung	\$0.000000
			Corothane 1 B65W15	
			\$65.79 per Gallon	



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57	0.00000		6305618 PAINT, LATEX, INTERIOR, GLOSS, CONTRACTOR GRADE, LOW ODOR, W PMC S/G Latex B75WT100 5's \$49.45 per Gallon Pail	\$0.000000 \$0.000000
58	0.00000		63003 Additives and Miscellaneous Paint Ingredients: Driers, Fung PrepRite SF-1 Quick Drying Primer Sealer B49W30 \$12.89 per 1 Gal \$63.45 Per 5 Gallon pail	\$0.000000 \$0.000000
59	0.00000		63003 Additives and Miscellaneous Paint Ingredients: Driers, Fung PrepRite Problock Interior Alkyd Primer/Sealer B79W10 \$16.49 per 1 Gal \$81.95 Per 5 Gallon Pail	\$0.000000 \$0.000000
60	0.00000		63066 Paints, Traffic Pro Mar Traffic Marking Paint B29W1White \$12.69 per Gallon	\$0.000000 \$0.000000
61	0.00000		63066 Paints, Traffic Pro Mar Traffic Marking Paint B29YZ2 Yellow \$12.69 per Gallon	\$0.000000 \$0.000000
62	0.00000		6305624 PAINT, LATEX, INTERIOR, EGGSHELL, CONTRACTOR GRADE, LOW ODOR ProMar 200 Interior Latex Eg-Shel B20W2251 \$15.69 per 1 gallon \$76.95 per 5 Gallon Pail	\$0.000000 \$0.000000
63	0.00000		6305618 PAINT, LATEX, INTERIOR, GLOSS, CONTRACTOR GRADE, LOW ODOR, W Promar 400 Interior Latex Semi-Gloss \$10.39 per Gallon \$50.95 per 5 Gallon	\$0.000000 \$0.000000
64	0.00000		6305619 PAINT, LATEX, INTERIOR, FLAT, PREMIUM GRADE, LOW ODOR, WASHA Promar 400 Flat Latex \$8.89 per Gallon \$42.95 per 5 Gallon	\$0.000000 \$0.000000
65	0.00000		635 PAINTING EQUIPMENT AND ACCESSORIES Paint Related Items Brushes and Rollers 40% off list price. Includes trays, liners and related applicators in the Contractor Series and the Purdy Brush Catalogs	\$0.000000 \$0.000000



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TERMS AND CONDITIONS**Incorporation**

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless



STATE OF IOWA

MASTER AGREEMENT

Contract Declaration and Execution

EFFECTIVE BEGIN DATE: 07-01-2007

EXPIRATION DATE: 06-30-2008

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the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.